

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PARKS AND RECREATION

REQUEST FOR PROPOSALS:

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
RESTORATION OF FARLOW PARK BRIDGE AND POND**

RFP #15-110

Proposal Due Date: May 21, 2015 at 11:00 a.m.

MAY 2015

Setti D. Warren, Mayor

CITY OF NEWTON

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Landscape Architectural/Engineering Consultant for Restoration of Farlow Park Bridge and Pond

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CITY OF NEWTON
PURCHASING DEPARTMENT

***REQUEST FOR PROPOSAL #15-110**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
RESTORATION OF FARLOW PARK BRIDGE AND POND**

Proposals will be received until **11:00 a.m., Thursday, May 21, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., May 7, 2015**. Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids. Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #15-110) they have downloaded.

The term of the contract shall extend from date of contract execution through August 31, 2015. The City reserves the right to extend this contract for construction administration services.

The Scope of Work in this RFP is described in the Project Description at pp. 9-11 below. This Scope of Work shall define the winning proposer's obligations to the City under its contract.

As this is an RFP, proposers shall submit a technical, or non-price proposal and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requests made in the RFP. The price proposals shall be submitted on the Price Proposal #15-110 form included in this RFP.

All proposals shall be submitted as (i) for the technical proposal, one (1) ORIGINAL and three (3) COPIES and (ii) for the price proposal, ONE (1) COPY. Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site www.newtonma.gov/bids it is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
May 7, 2015

****Please Note: Change to Request For Proposal from IFB. Originally advertised as IFB project.***

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
Instructions to Proposers**

REQUEST FOR PROPOSALS (RFP) NO. #15-110

**LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR
RESTORATION OF FARLOW PARK BRIDGE AND POND**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND (hereinafter referred to as "Consultant Services") for the City of Newton comparative judgments of technical factors, in addition to price, will be necessary.

The City believes that while low price is a factor in selecting the most advantageous service provider, it is also important that the City be able to consider the proposer's experience in providing Consultant Services to municipalities similar to Newton, that the City be able to evaluate the proposer's methodology and staffing, and the proposer's ability to deliver the services needed. The City's ability to weigh these factors is best achieved by procuring Designer Consultant Services through a Request For Proposals (RFP).

Accordingly, pursuant to M.G.L. c30B, §6(a) the CPO has determined that an RFP and not an Invitation For Bids will best meet the City's needs.

II. INSTRUCTIONS TO PROPOSERS

A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **11:00 a.m., May 21, 2015**.

B. **A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and three (3) paper copies and (ii) one (1) paper copy of a Price Proposal.**

The four copies of the TECHNICAL PROPOSAL and the one PRICE PROPOSAL must be submitted in **SEPARATE SEALED ENVELOPES**.

Envelopes shall be marked:

"TECHNICAL PROPOSAL - RFP #15-110 "LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND"

AND

"PRICE PROPOSAL - RFP #15-110 "LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND" along with your firm's name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

Where information is requested, proposals must provide it in the same order as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

C. QUESTIONS: Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, *Chief Procurement Officer*

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website at under the document #15-110 and will be faxed to those listed on the Proposers' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.

ADDENDUM: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.

D. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

E. TIMELINE:

RFP Released	: 10:00 a.m., Thursday, May 7, 2015
Questions submitted	: 12:00 noon, Friday, May 15, 2015
Addenda w/Answers	: 3:00 p.m., Monday, May 18, 2015
Proposal Submittal	: 11:00 a.m., Thursday, May 21, 2015

F. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below**. **Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the six (6) Comparative Criteria below.**

The City of Newton reserves the right to waive any informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

MINIMUM CRITERIA

Any proposer submitting a proposal for Consultant Services must satisfy all the **Minimum Criteria**.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the following Minimum Criteria:

1. Project Team experience with the design and construction of historic park improvements, including ponds and pedestrian bridges, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for the Treatment of Cultural Landscapes.
2. Experience with the design, engineering and construction of pedestrian bridges in accordance with the Massachusetts Highway Department's standard specifications for highways and bridges.
3. Experience as Project Manager of municipal park projects of comparable size and scope.
4. Evidence of the success delivering public park projects on time and within budget.
5. Evidence of success working with project stakeholders, i.e., representatives of parks' Friends groups, neighborhood groups and City departments.
6. Proposer presented the project approach indicating the project goals and intent.
7. Completed Proposer's Qualifications And References Form
8. Completed Certificate of Tax Compliance
9. Completed Certificate of Non-Collusion
10. Completed Debarment Letter
11. Completed IRS Form W-9

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for Landscape Architectural/Engineering Consultant for Restoration of Farlow Park Bridge and Pond will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Unacceptable”
“Not Advantageous”
“Advantageous”
“Highly Advantageous”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

1. Years of experience with design and construction of historic park improvements, including water features and bridges, in keeping with the Secretary of Interior’s Standards for Historic Properties and the Guidelines for Cultural Landscapes.

Not Advantageous – Less than five years’ experience in the design and construction of historic landscape improvements, including water features and bridges, in keeping with the Secretary of Interior’s Standards for Historic Properties

Advantageous – A minimum of five to ten years’ experience in the design and construction of historic landscape improvements, including water features and bridges in keeping with the Secretary of Interior’s Standards for Historic Properties

Highly Advantageous – More than ten years’ experience in the design and construction of historic landscape improvements, including water features and bridges in keeping with the Secretary of Interior’s Standards for Historic Properties

2. Years of experience with the design, engineering and construction of bridges in accordance with American Association of State Highway and Transportation Official’s (AASHTO’s) specifications for bridges.

Not Advantageous – Less than five years’ experience with the design, engineering and construction of bridges in accordance with AASHTO’s specifications for bridges

Highly Advantageous - More than five years’ experience with the design, engineering and construction of bridges in accordance with AASHTO’s specifications for bridges

3. Years of experience of Project Manager with municipal park projects of comparable size and scope as described in this RFP.

Advantageous – Project Manager has less than five years’ experience managing municipal park projects of comparable size and scope as described in this RFP

Highly Advantageous – Project Manager has more than five years’ experience managing municipal park projects of comparable size and scope as described in this RFP

4. Evidence of experience delivering park projects on time and within budget as demonstrated by all projects completed from January 2010 to the present.

Not Advantageous –Less than 50% of projects delivered on time and within budget

Advantageous – More than 50% but less than 75% of projects delivered on time and within budget.

Highly Advantageous – More than 75% of projects delivered on time and within budget

5. Evidence of experience working successfully with project stakeholders, i.e., representatives of Friends groups, neighborhood groups and City departments.

Advantageous – Less than five years’ experience working collaboratively with project stakeholders

Highly Advantageous – More than five years’ experience working collaboratively with project stakeholders

6. Clarity of proposer’s Technical Proposal

Not Advantageous – Proposal did not adequately explain all aspects of the project approach.

Advantageous – Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the documents in all areas.

Highly Advantageous- Proposal was very thorough and consistent with project intent and responded to virtually all needs expressed by the documents in all areas

IV. CONTRACT TERM - The term of this contract **shall extend from the date of contract execution through August 31, 2015.**

V. COMPENSATION - The contractor shall be paid in a manner agreed to by the contractor and the City, but shall not be more frequent than a monthly payment.

VI. INDEMNIFICATION

The Contractor acknowledges and agrees that it is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of its employees and agents hereunder and agrees that it will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

END OF SECTION

PROJECT DESCRIPTION

Solicitation for Landscape Architectural/Engineering Consultant for Restoration of Farlow Park Bridge and Pond

Project Overview

The City of Newton, in conjunction with co-sponsors, the Friends of Farlow Park (“Friends”), is seeking to enlist the services of a multi-disciplinary landscape architecture/engineering firm for complete management and coordination of the Farlow Park Bridge and Pond project (“the Project”); the design development and final design of the park’s pedestrian bridge; integration of the bridge package into the existing Farlow Park Pond bid package; and bid and construction administrative services for the entire Project inclusive of the bridge, the pond and well-fed irrigation system for the adjacent Underwood School playfield. This project is funded by the Community Preservation Act (CPA) and Community Development Block Grant (CDBG).

Under the jurisdiction of the Parks and Recreation Department, Farlow Park is listed on the National Historic Register as a part of the Farlow and Kendrick Parks Historic District. The primary intent of this project is to restore the historic design of the pond and pedestrian bridge—the focal point—for their beauty and passive recreational use.

This Project Description consists of the following:

- Description of the Park
- Scope of Work
- Tasks: Meetings and Deliverables
- Schedule and Fee

Description of the Park

Located in Ward I in Newton Corner, Farlow Park, Newton’s first park, was designed in 1890 by George F. Meacham, designer of the Boston Public Garden. The park, set in a residential neighborhood, is bounded on three sides by Church, Eldredge and Vernon Streets. The parcel abuts the Eliot Church of Newton (home to the Parkside Preschool), Newton Parks and Recreation’s headquarters, Underwood Elementary School and historic Chaffin Park.

In 2006 a historic landscape preservation plan was prepared for the park. The report included feasibility studies for restoration of the bridge and the pond and a former rose garden. In 2008 a pond restoration feasibility study was completed and a well dug, ensuring the pond and the playfield’s outdated sprinkler system could be fed by well water. The following year final construction documents (plans, specifications and cost estimate) for the rehabilitation of the concrete-lined pond were completed, including the performance specifications for an irrigation system.

Scope of Work

Using the conceptual design for the bridge developed by the Friends’ professional architect, the Scope of Work is to include, but not be limited to, design development through final design and construction documentation for the historic pedestrian bridge that is accessible and meets all codes and existing conditions and the integration of the bridge package into the original pond and irrigation package for the purposes of bidding and construction.

All design approaches are to consider the simplification and reduction of maintenance requirements.

Project Manager

Reporting to Parks and Recreation’s Project Manager, the Consultant’s Project Manager is to be responsible for all administrative tasks, and the coordination and management of his/her team for the final design services related to the project in accordance with applicable city, state and federal regulations. The Project Manager’s scope of work to include, but not be limited to, the following:

A. Design and Bid Phase:

- Provide a presence, consistent oversight and direction of the activities of the Project Team to ensure project proceeds in a timely and efficient manner.
- Lead the design team through design development and final design of the bridge and integration into the original Farlow Park pond bid package for one final construction document package.

- Manage all project-related contracts including those of any sub consultants.
- Provide any required coordination with other agencies or City departments.
- Facilitate and attend public hearings and provide meeting minutes.
- Provide written project status updates as requested.
- Coordinate bidding of the project, attend pre-bid meeting, respond to inquiries and issue addenda as required.

B. Construction Phase (fee for this phase to be negotiated at a later date)

- Provide oversight and construction administration services from project kick-off through project closeout.
- Set on-site meeting schedule with the City and Contractor and perform regular site visits to observe construction activity (2 site visits per week at 3-4 hours per visit).
- Provide meeting notes and other project correspondence.
- Coordinate shop drawing reviews and approvals, pay applications, change orders, and other basic project-related communications and authorizations.

Task 1: Project Start-up

Consultants will familiarize themselves with the park's existing conditions as well as the topographical survey to be provided by the City. The City will furnish the Farlow-Chaffin Historic Landscape Preservation Plan and related feasibility studies for the pond and bridge; the final construction documents for the rehabilitation of the pond and specifications for the irrigation system; and the Friends of Farlow Park's conceptual design for the pedestrian bridge. Links to all of the above can be found on Newton's Community Preservation Committee's website

<http://www.newtonma.gov/gov/planning/cpa/projects/farlow.asp#2013-proposal>

Task 1 Meetings:

- one start-up meeting with Parks and Recreation staff and representatives of the Friends of Farlow Park, combined with a site visit to the park.

Task 2: Design Development and Review

Working with the Friends of Farlow Park's conceptual design for the bridge (approved by Newton's Historic Commission) as well as the construction document package for rehabilitation of the pond, develop detailed layout, materials, grading, drainage, irrigation, utilities, and site improvements plans as required for the complete project. The Consultant shall have available to them the services of any necessary disciplines such as structural engineering, geotechnical engineering, surveying, architecture and irrigation specialists, to perform the work. The bridge is to comply with the Massachusetts Highways Department's Standards for Highways and Bridges, the Secretary of the Interior's Guidelines for Historic Properties and the Americans with Disabilities Act. The Consultant will refine the design in response to comments made by the Parks and Recreation Department, the Public Works Department, and the Friends of Farlow Park. After approval of the final design, the Consultant will present the design at a Parks and Recreation Commission meeting, a public hearing, for their vote.

Task 2 Meetings:

- Two (2) meetings with Parks and Recreation, other relevant City Department staff and representatives of the Friends of Farlow Park.
- One (1) public hearing with the Parks and Recreation Commission.

Task 2 Deliverables:

- 75%, 90% and 100% complete design and detailed cost estimate ready to be turned into a contract document bid set that meets the project budget, along with a strategy for bid alternates if necessary.

Task 3: Construction Bid Documents

Upon approval of final design, the Consultant will incorporate the final bridge documents into the existing Farlow Park construction documents and prepare one set of construction bid documents including plan and detail drawings, technical specifications in the City of Newton's format, a list of bid items and a final cost estimate based on the bid items, quantities and unit costs. The Consultant's technical specifications will be inserted into the City of Newton's standard specifications. The City will provide the front end, the bid sheets and the contract pages.

Task 3 Meetings:

- two (2) meetings/working sessions with City staff
- attendance at a pre-bid meeting

Task 3 Deliverables:

- Complete set of drawings, including plans and details, technical specifications, utilizing individual bid items, and a detailed cost estimate within the project budget to create a construction bid package.
- Coordination with the City's Purchasing Department as needed.

All work produced as a result of this contract will become the property of the City of Newton and shall be used for the purposes of this project only.

Schedule and Fee

The consultant is expected to provide these services approximately the beginning of June 2015, with a completion date estimated for June 2015. The price proposal provided under separate envelope will represent the maximum fee to the City. Final fee may be negotiated.

The Consultant should be able to include any necessary disciplines, organize and cost the recommendations, and package the document appropriately. The City will provide any existing documentation.

The City and the Consultant will agree upon the terms of payment.

REQUEST FOR PROPOSALS

Solicitation for Landscape Architectural/Engineering Consultant for Restoration of Farlow Park Pond and Bridge

TECHNICAL PROPOSAL

THIS FORM IS TO BE SUBMITTED IN ENVELOPE A - TECHNICAL PROPOSAL

A complete Technical Proposal shall be submitted as follows:

1. Letter of interest
2. Technical Proposal not to exceed 10 pages
 - A. Project Goals
 - B. Project Philosophy and Approach
 - C. Project Leadership, Organization and Management
 - Project manager
 - Project team
 - Task assignments to each member of project team
 - Commitment of time by each member of the project team
 - D. Work Program: Objectives and Anticipated Outcomes
 - E. Work Schedule
3. Proposal Signature Form (provided by proposer)
4. Synopses of comparable historic restoration projects (no more than 6), including for each a one-paragraph description, dates of service, a contact name, address, email and telephone number.
5. Background information on the firm(s).
6. Summary resumes of key personnel who will work on the project.

***Four (4) copies (one original and three copies) of each complete
Technical Proposal shall be submitted.***

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #15-110

- A. The prices quoted and totaled below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by Contractor.

The following detailed Price Proposal is based upon the RFP, especially the Project Description, and may reflect modifications or alternative approaches to the general Scope of Work. The Proposer proposes to supply and deliver the services specified in the RFP and in its Technical Proposal at the following price(s):

Task 1: Project Start-up	_____
Task 2: Design Development & Review	_____
Task 3: Construction Documents/Bidding	_____
Total:	_____

The City of Newton reserves the right to choose any or all of the phases or tasks resulting from this RFP. Vendors must provide pricing on all tasks. Some of the tasks may not be awarded and deleted tasks may be assumed by the City.

- B. This bid includes addenda number(s) _____, _____, _____, _____

***One (1) original complete
Price Proposal shall be submitted.***

Proposer's Name: _____
Name of Company Making Proposal

CITY OF NEWTON

PROPOSER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining Proposer responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Proposer's qualifications and experience.

DATE: _____ PROPOSER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.


(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

PURCHASING DEPARTMENT
NICHOLAS READ  CHIEF PROCUREMENT OFFICER
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Invitation For RFP #15-110

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded Proposer will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

City - Contractor Agreement C -

LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Fifteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #15-110 (RFP) issued by the Purchasing Department;
- c. The Project Manual for **LANDSCAPE ARCHITECTURAL/ENGINEERING CONSULTANT FOR RESTORATION OF FARLOW PARK BRIDGE AND POND** including the Instructions to Proposers; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of the contract shall extend from the date of contract execution through June 30, 2015.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been

included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By_____

By_____

Chief Procurement Officer

Print Name_____

Date_____

Title_____

Date _____

By_____

Commissioner of Parks and Recreation

Affix Corporate Seal Here

Date_____

City funds are available in the
Following accounts:

21D60206-586016 -

Approved as to Legal Form and Character

I further certify that the Mayor, or his
designee, is authorized to execute contracts
and approve change orders

By _____

Associate City Solicitor

By_____

Comptroller of Accounts

Date_____

Date_____

CONTRACT AND BONDS APPROVED

By_____

Mayor or his designee

Date_____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.